IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.720 OF 2006
IN
WRIT PETITION LODGING NO.2570 OF 2006

D.S.Engineering Bodymaster....Petitioner

Vs.

dBrihanmumbai Municipal Corporation
& Anr. ..Respondents

Mr. V.A. Shastry, for the Petitioner
Mr. A.Y. Salhare, Senior Advocate with Mrs. A.K.Savla,
for Respondents.

CORAM: F.I. REBELLO &
ANOOP V. MOHTA,JJ.
DATE : 15TH DECEMBER, 2006

P.C.

. This Motion has been taken out pursuant to leave granted to the Respondents by order dated 7th November, 2006. We have heard learned Counsel for the parties. The petitioners have approached this Court challenging the condition in the tender whereby only manufacturers having their manufacturing units within 50 Kms. of Greater Mumbai alone can bid. The petitioners unit is located in Pune and, therefore, outside 50 Kms. The tenders are for supply of material and not a maintenance contract. The warranty period is one year. In these circumstances the question will arise as to the relevancy of such a condition as long as a supplier meets the requirement of the tender document and also fulfils the conditions in the warranty period. In our opinion, therefore, though liberty had been granted considering that the petition raises vital issue which will have to be answered we do not propose to interfere with the order already passed.

Hence Motion disposed of.

2. On behalf of the respondents learned Counsel draws our

attention that in so far as Eastern Suburbs are concerned based on the similar clause they have called the tenders.

(F.I. REBELLO, J.)

(ANOOP V. MOHTA, J)